

VENDOR CONTRACT

Between Server Monkey and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)
For
COMPUTERS, EQUIPMENT, COMPONENTS AND PERIPHERALS
#02062515

General Information

The vendor contract shall include the contract, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS contract, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued.

The following pages will constitute the contract between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final contract.

The Vendor Contract ("Contract") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region VIII Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This contract consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

Definitions

PURCHASE ORDER is the TIPS member's approval providing the authority to proceed with the negotiated delivery order under the contract. Special terms and conditions as agreed to between the vendor and TIPS member will be added as addendums to the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

PREMIUM HOURS are defined as those hours not included in regular hours or recognized holidays. Premium hours are to be approved by the TIPS member for each delivery order and noted in the delivery order proposal as a line item during negotiations.

REGULAR HOURS are defined as those hours between the hours of 7 AM and 6 PM Monday thru Friday.

Terms and Conditions

Freight

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support to TIPS members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

Contracts

All contracts and agreements between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

Contracts for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings.

Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter: (1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States; (4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit

exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

Assignments of contracts

No assignment of contract may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or vendor assigned dealer.

Disclosures

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in the TIPS program.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Renewal of Contracts

The COMPUTERS, EQUIPMENT, COMPONENTS AND PERIPHERALS contract is for one (1) year with an option for renewal for 2 consecutive years. Total term of contract can be up to 3 years if sales are reported through the contract and both parties agree.

Shipments

The Vendor shall ship ordered products within five (5) working days after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

Invoices

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS participant.

Payments

The TIPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

Pricing

The Vendor contracts to provide pricing to TIPS and its participating governmental entities that is the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the contract.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the Two Percent (2%) participation fee to be remitted to TIPS by the Vendor. Vendor will not show adding the 2% to the invoice presented to customer.

Participation Fees

Vendor or vendor assigned dealer contracts to pay 2% of all sales to TIPS on a monthly scheduled report. TIPS will email a Monthly Submission Report to each vendor. The Vendor or vendor assigned dealer is responsible for keeping record of all sales that go through the TIPS contract. Report may be sent to TIPS electronically while check for 2% is mailed. Failure to pay 2% participation fee will result in termination of contract.

Indemnity

1. **Indemnity for Personality Contracts.** Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.
2. **Indemnity for Performance Contracts.** The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations

of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractor, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this contract whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.

Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced.

Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

Multiple Vendor Awards

TIPS reserves the right to award multiple vendor contracts for categories when deemed in the best interest of the TIPS membership. Bidders scoring 80% or above will be considered for an award. Categories are established at the discretion of TIPS.

State of Texas Franchise Tax

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the contract or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS participants will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on contract at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order occurs, TIPS is to be notified within 24 hours of receipt of order.

Cancellation for non-performance or contract deficiency

TIPS may terminate any contract if TIPS Members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. TIPS reserves the right to cancel the whole or any part of this contract due to failure by awarded vendor to carry out any

obligation, term or condition of the contract. TIPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving TIPS reason to believe that awarded vendor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a TIPS reviewed purchase order for such work.

Upon receipt of the written deficiency, awarded vendor shall have ten (10) days to provide a satisfactory response to TIPS. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by awarded vendor under this contract shall become the property of the TIPS Member on demand.

TIPS Member Purchasing Procedures

Purchase orders are issued by participating TIPS member to the awarded vendor indicating on the PO "Contract Number 02062515". Purchase Order is emailed to TIPS at tipspo@tips-usa.com.

- Awarded vendor delivers goods/services directly to the participating member.
- Awarded vendor invoices the participating TIPS member directly.
- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).

Form of Contract

The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

Vendor contract documents: TIPS will review proposed vendor contract documents. Vendor's contract document shall not become part of TIPS's contract with vendor unless and until an authorized representative of TIPS reviews and approves it.

Licenses

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. TIPS reserves the right to stop work and/or cancel contract of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

Novation

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of awarded vendor.

Site Requirements (when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion.

Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

Persons working under contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

Invoices

The awarded vendor shall submit invoices to the participating entity clearly stating "Per TIPS Contract". The shipment tracking number or pertinent information for verification shall be made available upon request.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this contract by awarded vendor must have prior approval from TIPS.

Supplemental agreements

The entity participating in the TIPS contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS members and employees shall not be made party to any claim for breach of such agreement.

Legal obligations

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this RFP and any awarded contract thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Contract. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after

occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Services

When applicable, performance bonds will be required on construction or labor required jobs over \$100,000 and payment bonds on jobs over \$25,000 or awarded vendor will meet the TIPS member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS member and added to the purchase order.

Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is okay if the TIPS member provides a general scope, but the awarded vendor should provide a written scope of work to the TIPS member as part of the proposal. Once the scope of the job is agreed to, the TIPS member will issue a PO with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the TIPS member. If special terms and conditions other than those covered within this solicitation and awarded contracts are required, they will be attached to the PO and shall take precedence over those in the base contract.

Project Delivery Order Procedures

The TIPS member having approved and signed an interlocal agreement, or other TIPS membership document, may make a request of the awarded vendor under this contract when the TIPS member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

Upon notification of a pending request, the awarded vendor shall make contact with the TIPS member as soon as possible, but must make contact with the TIPS member within two working days.

Scheduling of Projects

Scheduling of projects (if applicable) will be accomplished when the TIPS member issues a purchase order that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS member inspect the work for acceptance under the scope and terms in the PO. The TIPS member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS member will issue a completion notice and final payment will be issued.

Support Requirements

If there is a dispute between the awarded vendor and TIPS member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

Special Terms and Conditions

It is the intent of TIPS to contract with a reliable, high performance vendor to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- **Contracts:** All vendor purchase orders must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
- **Promotion of Contract:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS contract is not acceptable to the terms and conditions of this contract and will result in removal of Vendor from Program. Vendor is expected to use marketing funds for the marketing and promotion of this contract.
- **Daily Order Confirmation:** All contract purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS member (customer) within 24 business hours.
- **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1st of each month.
- **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.

Check one of the following responses to the General Terms and Special Terms and Conditions:



We take no exceptions/deviations to the general and/or special terms and conditions.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)



We take the following exceptions/deviations to the general and/or special terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general or special terms and conditions that you are taking exceptions/deviations to. The proposer must clearly state if you are adding additional terms and conditions to the general or special terms and conditions. Provide details on your exceptions/deviations below:

This image shows a full page of blank, lined paper. It features approximately 20 evenly spaced horizontal black lines running across the width of the page, providing a guide for writing. The background is a solid off-white color. There are no margins, text, or other markings present.

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Mr. David Mabe National Coordinator	Address	Region VIII Education Service Center	Address
Email	david.mabe@tips-usa.com		4845 US Highway 271	
Phone	+1 (903) 243-4759		North	Contact
Fax	+1 (866) 749-6674		Pittsburg, TX 75686	
Bid Number	02062515	Contact	Mrs. Kim Thompson	Department
Title	Computers, Equipment, Components and Peripherals		Coordinator of Office Operations	Building
Bid Type	RFP			Floor/Room
Issue Date	04/02/2015	Department		Telephone
Close Date	5/15/2015 3:00:00 PM CT	Building		Fax
Need by Date		Floor/Room		Email
		Telephone	+1 (866) 839-8477	
		Fax	+1 (866) 929-4402	
		Email	bids@tips-usa.com	

Supplier Information

Company ServerMonkey
Address 2130 W Sam Houston Parkway N
Houston, TX 77043
Contact
Department
Building
Floor/Room
Telephone 1 (713) 335-9809
Fax 1 (713) 430-3999
Email
Submitted 5/7/2015 12:52:08 PM CT
Total \$0.00

Signature Andrew Madrigal

Email andrew.madrigal@servermonkey.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	Yes
4	Company Residence (City)	Vendor's principal place of business is in the city of?	Houston
5	Company Residence (State)	Vendor's principal place of business is in the state of?	Texas
6	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 7 - 9)	(No Response Required)
7	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
8	Yes - No	Is not owned or operated by anyone who has been convicted of a felony?	No
9	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony? If answer is YES, a detailed explanation of the name(s) and conviction(s) must be uploaded to the "Response Attachments" FELONY CONVICTION section.	No
10	Pricing Information:	Pricing information section. (Questions 11 - 14)	(No Response Required)
11	Yes - No	In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section.	Yes
12	Yes - No	Pricing submitted includes the 2% TIPS participation fee?	Yes
13	Yes - No	Vendor agrees to remit to TIPS the required 2% participation fee?	Yes
14	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	Yes
15	Start Time	Average start time after receipt of customer order is ____ working days?	3
16	Years Experience	Company years experience in this category?	4
17	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
18	States Served:	If answer is NO to question #17, please list which states can be served. (Example: AR, OK, TX)	

19	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	Specialize in the building, testing and selling of quality refurbished servers, parts, workstations and networking equipment.
20	Resellers:	Does the vendor have resellers that it will name under this contract? (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	No
21	Primary Contact Name	Primary Contact Name	Andrew Madrigal
22	Primary Contact Title	Primary Contact Title	Asset Manager
23	Primary Contact Email	Primary Contact Email	andrew.madrigal@servermonkey.com
24	Primary Contact Phone	Primary Contact Phone - Format (xxx) xxx-xxxx	713-335-9809
25	Primary Contact Fax	Primary Contact Fax - Format (xxx) xxx-xxxx	713-430-3999
26	Primary Contact Mobile	Primary Contact Mobile- Format (xxx) xxx-xxxx	214-232-9647
27	Secondary Contact Name	Secondary Contact Name	Shehzad Ahmed
28	Secondary Contact Title	Secondary Contact Title	Asset Manager
29	Secondary Contact Email	Secondary Contact Email	shehzad.ahmad@servermonkey.com
30	Secondary Contact Phone	Secondary Contact Phone - Format (xxx) xxx-xxxx	713-335-9824
31	Secondary Contact Fax	Secondary Contact Fax - Format (xxx) xxx-xxxx	713-430-3999
32	Secondary Contact Mobile	Secondary Contact Mobile - Format (xxx) xxx-xxxx	713-335-9824
33	2% Contact Name	2% Contact Name	Andrew Madrigal
34	2% Contact Email	2% Contact Email	andrew.madrigal@servermonkey.com
35	2% Contact Phone	2% Contact Phone - Format (xxx) xxx-xxxx	713-335-9809
36	Purchase Order Contact:	This person is responsible for receiving Purchase Orders from TIPS. (Questions 37 - 39)	(No Response Required)
37	Purchase Order Contact Name	Purchase Order Contact Name	Janet Deniz
38	Purchase Order Contact Email	Purchase Order Contact Email	janet.deniz@servermonkey.com
39	Purchase Order Contact Phone	Purchase Order Contact Phone - Format (xxx) xxx-xxxx	713-343-2279
40	Company Website	Company Website	www.servermonkey.com
41	Federal ID Number:	Federal ID Number also known as the Employer Identification Number.	76-0665915
42	Primary Address	Primary Address	2130 W Sam Houston Parkway N
43	Primary Address City	Primary Address City	Houston
44	Primary Address State	Primary Address State	Tx
45	Primary Address Zip	Primary Address Zip	77043

- 46 Search Words:
- Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)
- Servers
Workstations
Computers
Computer Parts
Networking
Routing
Dell
HP
R710
R610
R510
DL360 G7
DL360 G6
DL380 G6
DL380 G7
- 47 Yes - No
- Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction) (If YES, vendor should download the Federal Funds Over \$100,000 Certification document from the Attachments section, fill out the form and submit the document in the "Response Attachments" FEDERAL FUNDS section.) (Vendor must also download the Suspension or Debarment Certificate document from the Attachments section, fill out the form and submit the document in the "Response Attachments" SUSPENSION OR DEBARMENT section.)
- Yes

Line Items	
Response Total:	\$0.00

CONTRACT Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an authorized agent of the company and has authority to negotiate and contract for the company named below.

Company Name: SERVERMONKEY

Mailing Address: 2130AM SAM HOUSTON PKWY N

City: HOUSTON

State: TX

Zip: 77043

Telephone Number: 713-335-9809

Fax Number: 713-430-3999

Email Address: ANDREW.MADRIGAL@SERVERMONKEY.COM

Authorized Signature: Andy P. Madrigal

Printed Name: ANDY P. MADRIGAL

Position: ASSET / ACCOUNT MANAGER

This contract is for a total TERM of one year with the option of two additional years. Vendors shall honor the participation fee for any sales made based on the TIPS contract. Failure to pay the fee will be grounds for termination of contract and will affect the award of future contracts.

Blonde McNat
TIPS Authorized Signature

6-25-15
Date

David Wayne Fitts
Approved by Region VIII ESC

6-25-15
Date



www.servermonkey.com
2130 W Sam Houston Parkway N
Houston, Texas 77043

Toll-free 1-855-4SRVERS
T 713-430-2182
F 713-430-3999

To Whom It May Concern:

Please use the following information to open our account with you. If you have any further questions please contact us.

Credit References

Trade:

Redapt, Inc.
12226 134th Ct NE, Bldg D
Redmond, WA 98052
Attn: Alison Martin
Ref acct # SERV-09
Phone: 425-605-7148
Fax: 425-885-3455

Ocean Electronics, Inc.
280 Heritage Ave., Unit G
Portsmouth, NH 03801
Attn: Sandra Lebel
Phone: 603-766-2520
Fax: 603-358-7403

Atlantix Global Systems
One Sun Court
Norcross, GA 30092
Attn: Ken Parsons
Phone: 770-582-7277
Fax: 770-582-6801

Bank:

Amegy Bank of Texas
PO Box 27459
Houston, Texas 77227
ABA# 113011258
SWIFT Code: SWBKUS44
Account # 0053481468

FEDERAL I.D. # 76-0690226
TEXAS SALES & USE TAX PERMIT # 1-76-0690226-4
D&B # 01-800-4005

Best Regards
Server Monkey.com

TERMS AND CONDITIONS OF SALE

All sales of servers, hardware, equipment and other computer products ("Products") by ServerMonkey.com LLC ("ServerMonkey") shall be made only upon these Terms and Conditions of Sale ("Terms and Conditions") and NOT any purchase order or other document of Buyer. BY PLACING AN ORDER FOR PRODUCT(S), BUYER ACCEPTS AND IS BOUND BY THESE TERMS AND CONDITIONS. ServerMonkey's failure to object to any terms which conflict with these Terms and Conditions shall not be deemed a waiver or objection thereto. NEITHER SERVERMONKEY NOR BUYER IS BOUND BY ANY TERMS AND CONDITIONS IMPRINTED OR IMBEDDED IN ORDERS, ORDER ACKNOWLEDGEMENTS OR OTHER COMMUNICATIONS BETWEEN THE PARTIES UNLESS SPECIFICALLY AGREED UPON IN WRITING BY A DULY AUTHORIZED REPRESENTATIVE OF SERVERMONKEY.

1. **Prices.** Quotations, unless previously withdrawn, are only open for acceptance by ServerMonkey within 3 days from quotation date and are subject to approval of Buyer's credit. Prices quoted do not include shipping, handling, and taxes. If Buyer claims any exemption, Buyer must provide a valid, signed certificate or letter of exemption for each respective jurisdiction. All prices are subject to adjustment due to errors, omissions, specifications, quantities, materials, cost of production, shipment arrangements or other terms and conditions which are not part of ServerMonkey's original price quotation. ServerMonkey may cancel orders at any time, in its sole discretion.
2. **Payment.** Payment terms are at ServerMonkey's sole discretion, and unless otherwise agreed to by ServerMonkey, payment must be received prior to ServerMonkey's acceptance of an order. Invoices are due on demand and shall be paid without offset or deduction within the time period noted on Buyer's invoice, measured from the date of the invoice. Interest at 10% per annum (or the maximum rate allowed by law if less) will be payable on any amount outstanding for longer than 30 days. Buyer shall also be responsible for all reasonable legal fees, costs and expenses incurred by ServerMonkey if Buyer's late payment results in collection efforts. ServerMonkey shall also be entitled in its absolute discretion to apply any payment received from Buyer to ServerMonkey towards any indebtedness of Buyer, whether under this or any other agreement.
3. **Delivery and Time.** Delivery dates quoted by ServerMonkey are best estimates only and time is expressly not of the essence. Late or partial delivery does not entitle Buyer to cancel its order. Buyer acknowledges that ServerMonkey will not be liable for any damage or injury arising from a delay in delivery. In the event of delivery by installments, Buyer is not entitled to treat the delivery of faulty Products in any one installment as a repudiation of the entire agreement. Buyer must notify ServerMonkey in writing of nondelivery of Products, or receipt of nonconforming or damaged Products within 3 days of the delivery date. Delivery to Buyer occurs when Products are delivered to Buyer, the carrier or Buyer's agent at ServerMonkey's facility, whichever occurs first.
4. **Risk of Loss, Title to Products, and Security Interest.** All Products are shipped "Ex Works" Houston (per Incoterms 2000). In the absence of instructions as to shipping, ServerMonkey will select a carrier who is not its agent. Such instructions shall not change the "Ex Works" terms of shipping, and ServerMonkey will have no liability for such shipment. Title to Products does not pass until Buyer has paid for Products in full. Buyer agrees that ServerMonkey shall retain a purchase security interest in all Products which it has sold to Buyer, and to any proceeds from the disposition of the Products, until the

purchase price and any other charges due to ServerMonkey have been paid in full. Buyer agrees to execute any financial statements or other documents which ServerMonkey may request in order to protect ServerMonkey's security interest. Buyer expressly authorizes ServerMonkey to execute such security documents on Buyer's behalf and hereby designates ServerMonkey its attorney-in-fact for such limited purposes. In addition to the rights and remedies granted by these Terms and Conditions, ServerMonkey shall have all rights and remedies of a secured party under the Uniform Commercial Code, which rights shall be cumulative.

5. Limited Warranty; Limitation of Liability. Unless otherwise noted by ServerMonkey.com, the terms and conditions of the Limited Warranty available at <http://www.servermonkey.com/pages/Shipping-%26>Returns.html> is hereby incorporated and made part of these Terms and Conditions.

Except as specifically provided herein, SERVERMONKEY MAKES NO WARRANTY, STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR INTENDED PURPOSE OR USE, NON-INFRINGEMENT OR ORIGINALITY. IN NO EVENT SHALL SERVERMONKEY BE LIABLE FOR ANY CLAIMS ALLEGING NEGLIGENCE OR WORSE OR FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO DOWNTIME COSTS OR LOSS OF USE, INCOME, DATA, PROFITS, OPPORTUNITY, OR GOODWILL) NOR SHALL SERVERMONKEY BE LIABLE FOR ANY DAMAGE TO OTHER PRODUCTS, REGARDLESS OF WHETHER OR NOT SERVERMONKEY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SERVERMONKEY'S MAXIMUM AGGREGATE LIABILITY HEREUNDER SHALL NOT EXCEED THE PURCHASE PRICE.

6. Changes. ServerMonkey may modify, revise or cancel its Limited Warranty, Return Policies, or these Terms and Conditions from time to time, at its sole discretion, and such change will not affect Product ordered by Buyer prior to the date of such change.

7. Default. ServerMonkey shall be entitled to suspend any (further) performance of an order or to dissolve the order or agreement, without prejudice to its right to claim alternative or additional damages, if Buyer is granted a suspension of payments or is declared bankrupt; if Buyer defaults in complying with one or more of its obligations to ServerMonkey; or if ServerMonkey fears that Buyer is or will be unable to meet its obligations under the agreement and Buyer fails to offer adequate security for the performance of its obligations within the period indicated by ServerMonkey. If one of the events referred to in this article occurs, all claims ServerMonkey may have against Buyer on whatever basis will immediately become due.

8. Not for Export. It is the sole and exclusive responsibility of Buyer to understand, verify and comply with all export and re-export requirements relevant to any Products purchased or received from ServerMonkey. Buyer agrees and confirms that Buyer shall not export or re-export, directly or indirectly, any Products, including any items incorporating such Products, to any country (including but not limited to, CUBA, LYBIA, IRAN, NORTH KOREA, SUDAN, SYRIA), destination, or individual (including those on the U.S. Department of Commerce, Bureau of Industry and Security "Entity List" and other lists of denied parties) for which the U.S. Government or any agency thereof requires an export license or other approval for export or re-export, without first obtaining such license or approval. In addition, Products shall not be sold, leased, transferred to or used by an End User engaged in activities of mass destruction, or related to the design, development or use of nuclear materials, nuclear facilities, nuclear weapons, or chemical or biological weapons.

9. Returns and Cancellations. Requests to cancel or reschedule orders must be agreed to in writing and may or may not be accepted in ServerMonkey's absolute discretion. Without waiving any of its rights, ServerMonkey is entitled to recover all its costs and profits arising out of Buyer's attempt to cancel.

10. Law. This warranty is governed by the laws of the state of Texas without giving effect to the principles of conflicts of law. In the event that any of the terms set forth herein is determined to be unenforceable, the other terms and conditions shall remain in full force and effect. Failure of ServerMonkey to enforce any of these Terms and Conditions shall not be deemed a waiver of any of ServerMonkey's rights and shall not affect the validity of the sale or these Terms and Conditions.